DEEDS—REFORMATION OF VOLUNTARY INSTRUMENT—GRANTOR DECEASED.—A grantor conveyed a plantation to her two sons by two voluntary conveyances. The first deed purported to convey four hundred acres to the younger son, and the second deed conveyed to the elder son all the remaining part of the plantation. After the death of the grantor, it was found that the first deed, instead of conveying four hundred acres as was intended, conveyed only three hundred seventeen acres. Upon a petition brought by the younger son, the equity court decreed reformation of the deed. *Spencer* v. *Spencer* (Miss. 1917) 75 So. 770.

The jurisdiction of a chancery court to reform deeds, where by mistake they fail to carry out the intention of the parties, is well recognized. Here, as in all cases, the general rule, subject to some exceptions, is that equity will not aid a volunteer. This rule is strictly applied where reformation is sought against the voluntary grantor. *Lister* v. *Hodgson* (1867) L. R. 4 Eq. 30. On principle, the situation is quite different where the grantor himself seeks the reformation, and in such cases the courts generally grant the relief. *Lackersteen* v. *Lackersteen* (1861) 30 L. J. Eq. 5; *Mitchell* v. *Mitchell* (1869) 40 Ga. 11; *Crockett* v. *Crockett* (1884) 73 Ga. 647. More difficulty arises where the case comes up after the death of the grantor. Some jurisdictions lay down the principle that reformation will not be decreed save with the consent of all the parties, *Tuthill* v. *Katz* (1913) 174 Mich. 217, 140 N. W. 519; other jurisdictions take a broader view and decree reformation, even without the consent of the parties, where the facts show clear equities in favor of the complainant. *M'Mechan* v. *Warburton* [1896] Ir. L. R. 1 Ch. 435; see *Lister* v. *Hodgson, supra.* Thus where reformation tends toward a more just distribution of property, *M'Mechan* v. *Warburton, supra*; *Stedwell* v. *Anderson* (1851) 21 Conn. 139, the relief is granted, while if it tends toward a more unjust distribution, *Enos* v. *Stewart* (1902) 138 Cal. 112, 70 Pac. 1005; *Willey* v. *Hodge* (1899) 104 Wis. 81, 80 N. W. 75; *Triesback* v. *Tyler* (1911) 62 Fla. 580, 56 So. 947, the court refuses to act. A clearer case is presented where the grantor has intended to and by a voluntary conveyance *inter vivos* has parted with his entire interest. Such is the instant case, where the rights of heirs and personal representatives of the grantor are eliminated. Some courts in such a case resort to a fiction of a family settlement, see *Miles* v. *Miles* (1904) 84 Miss. 624, 37 So. 112; *Cummings* v. *Freer* (1872) 26 Mich. 128, treating the situation as though the parties had held the land in common and then partitioned it, each conveyance serving as consideration for every other conveyance; other courts, adopting the same equitable doctrine that is adopted in the cases above, consider the case from the standpoint of a balance of equities and decree reformation where they find that a party holds property which in justice and good conscience should belong to another. *Wyche* v. *Greene* (1854) 16 Ga. 49; *Adair* v. *McDonald* (1871) 42 Ga. 506. In the principal case, the defendant had acted in a most unconscientious manner in relation to the conveyances, there were strong equities in favor of the complainant, and the court very justly in the exercise of its discretion ordered a reformation of the deed.

EJECTMENT—POSSIBILITY OF REVERTER AFTER A DETERMINABLE FEE—ALIENATION.—A grantor conveyed land with the provision that it should revert whenever the grantee ceased to use it for certain specified purposes. Afterwards he conveyed his remaining interest